

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and OneCare Vermont Accountable Care Organization, LLC, with a principal place of business in Colchester, VT (the "Contractor") that the Contract #32318 between the Parties originally dated January 1, 2017, and as amended to date, (the "Contract") is hereby amended as follows effective retroactive to January 1, 2020:

- I. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:
- a. Section E of Attachment B (Distribution of HITECH Funds) is hereby deleted in its entirety and replaced as set forth as follows:

**E. Distribution of HITECH Funds**

Subject to availability, a total amount of \$2,800,000 in HITECH funds will be payable for the 2020 Program Year for Contractor's performance of Quality and Health Management Measurement Improvement obligations as defined in section 7.5 of Attachment A. HITECH funds are not included in the ETCOC, ATCOC, or the Value-Based Care Payments. DVHA shall distribute HITECH payments to Contractor for the 2020 Program Year no later than September 30, 2020. Contractor shall submit invoices with respect to the deliverables specified in Attachment A, Section 7.5. Payment will be contingent upon DVHA's receipt and approval of the deliverables specified in Attachment A, Section 7.5 specific to the January-June performance period. If Contractor is unable to submit the deliverables by the due date by no fault of its own, Contractor and DVHA will work together to identify a mutually agreeable due date based on the circumstances. If Contractor is unable to submit the deliverables due to circumstances within its control by the extended due date, Contractor will forfeit the payable amount associated with all deliverables in the reporting period.

- b. Exhibit 1 to Attachment B (Expected Total Cost of Care (ETCOC) and Value-Based Care Payment) is hereby deleted in its entirety and replaced as set forth as follows:

**EXHIBIT 1 TO ATTACHMENT B**

**Expected Total Cost of Care (ETCOC) and Value-Based Care Payment**

*Table 1. Traditional Attribution Cohort*

	<b>A=B+C</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E = C + D</b>
<b>MEG</b>	<b>ETCOC</b>	<b>Allocation for FFS</b>	<b>Allocation for FPP</b>	<b>Admin</b>	<b>Monthly Value-Based Care Payment to Contractor</b>
ABD	\$ 645.02	\$299.87	\$345.15	\$6.50	\$351.65
New Adult	\$ 377.58	\$159.11	\$218.47	\$6.50	\$224.97
Non-ABD Adult	\$ 476.93	\$185.96	\$290.97	\$6.50	\$297.47
Consolidated Child	\$ 127.29	\$73.64	\$53.65	\$6.50	\$60.15

Table 2. Expanded Attribution Cohort

		A=B+C	B	C	D	E = C + D
MEG	Sub-Group	ETCOC	Allocation for FFS	Allocation for FPP	Admin	Monthly Value-Based Care Payment to Contractor
ABD	No QEMs in AYs	\$458.41	\$366.59	\$91.82	\$5.00	\$ 96.82
	No Claims in AYs	\$278.43	\$222.66	\$55.77	\$5.00	\$ 60.77
	New Member & TPL in AYs	\$543.21	\$434.41	\$108.80	\$5.00	\$ 113.80
New Adult	No QEMs in AYs	\$268.38	\$103.49	\$164.89	\$5.00	\$ 169.89
	No Claims in AYs	\$163.01	\$62.86	\$100.15	\$5.00	\$ 105.15
	New Member & TPL in AYs	\$318.02	\$122.63	\$195.39	\$5.00	\$ 200.39
Non-ABD Adult	No QEMs in AYs	\$338.41	\$112.49	\$225.92	\$5.00	\$ 230.92
	No Claims in AYs	\$205.54	\$68.32	\$137.22	\$5.00	\$ 142.22
	New Member & TPL in AYs	\$401.01	\$133.29	\$267.72	\$5.00	\$ 272.72
Consolidated Child	No QEMs in AYs	\$90.22	\$53.37	\$36.85	\$5.00	\$ 41.85
	No Claims in AYs	\$54.80	\$32.41	\$22.39	\$5.00	\$ 27.39
	New Member & TPL in AYs	\$106.91	\$63.24	\$43.67	\$5.00	\$ 48.67

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 4 pages. Except as modified by this Amendment No. 5, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

CONTRACTOR

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